



STATE OF ALABAMA

DEPARTMENT OF FINANCE  
DIVISION OF PURCHASING

INVITATION TO BID

INVITATION TO BID NO: 13-X-2239256

REQ. AGENCY : 999999  
PURCHASING DIVISION  
AGENCY REQ. NO. :  
T-NUMBER : T497  
DATE ISSUED : 08/03/12  
VENDOR NO. :  
VENDOR PHONE NO. :  
SNAP REQ. NO. : 1485237  
BUYER NAME : JAERI ELLIS

FOR: SOFTWARE

BUYER PHONE NO. : (334) 242-7259-  
PURCHASING PHONE NO: (334) 242-7250

BID MUST BE RECEIVED BEFORE:  
DATE: 09/04/12 TIME: 5:00 PM

BIDS WILL BE PUBLICLY OPENED:  
DATE: 09/05/12 TIME: 10:00 AM

TO BE COMPLETED BY VENDOR

INFORMATION IN THIS SECTION SHOULD BE PROVIDED, AS APPROPRIATE. BID RESPONSE  
MUST BE IN INK OR TYPED WITH ORIGINAL SIGNATURE AND NOTARIZATION.

1. DELIVERY: CAN BE MADE \_\_\_\_\_ DAYS OR \_\_\_\_\_ WEEKS AFTER RECEIPT OF ORDER
2. TERMS: \_\_\_\_\_(DISCOUNTS ARE TAKEN WITHOUT REGARD TO DATE OF PAYMENT.)
3. PRICE VALID FOR ACCEPTANCE WITHIN \_\_\_\_\_ DAYS.
4. VENDOR QUOTATION REFERENCE NUMBER, IF ANY: \_\_\_\_\_  
(THIS NUMBER WILL APPEAR ON THE PURCHASE ORDER.)
5. E-MAIL ADDRESS: \_\_\_\_\_  
INTERNET WEBSITE: \_\_\_\_\_
6. GENERAL CONTRACTOR'S LICENSE NO: \_\_\_\_\_  
TYPE OF G.C. LICENSE: \_\_\_\_\_

\*\*\*\*\* IMPORTANT NOTE: \*\*\*\*\*

BIDDERS MUST COMPLY WITH ALL "BID RESPONSE INSTRUCTIONS" ON PAGE 2, TO INCLUDE  
ITEM 6 - COPY REQUIREMENT.

RETURN INVITATION TO BID:

US MAIL

STATE OF ALABAMA  
DEPARTMENT OF FINANCE  
DIVISION OF PURCHASING  
P O BOX 302620  
MONTGOMERY, AL 36130-2620

COURIER

STATE OF ALABAMA  
DIVISION OF PURCHASING  
RSA UNION BUILDING  
100 N. UNION ST., SUITE 192  
MONTGOMERY, AL 36104

SIGNATURE AND NOTARIZATION REQUIRED

I HAVE READ THE ENTIRE BID AND AGREE TO FURNISH EACH ITEM OFFERED AT THE PRICE QUOTED.  
I HERBY AFFIRM I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG BIDDERS IN  
RESTRAINT OF FREEDOM OF COMPETITION BY AGREEMENT TO BID AT A FIXED PRICE OR TO  
REFRAIN FROM BIDDING.

SWORN TO AND

VENDOR NUMBER  
(MUST MATCH REGISTRATION)

AUTHORIZED SIGNATURE (INK)

SUBSCRIBED BEFORE ME THIS

COMPANY NAME

TYPE/PRINT AUTHORIZED NAME

\_\_\_\_\_ DAY OF \_\_\_\_\_

MAIL ADDRESS

TITLE

NOTARY PUBLIC

CITY, STATE, ZIP

TOLL FREE NUMBER

TERM EXP: \_\_\_\_\_

PHONE INCLUDING AREA CODE

FAX NUMBER

STANDARD TERMS & CONDITIONS

VENDOR NAME :

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AUTHORITY:

THE DEPARTMENT OF FINANCE CODE OF ADMINISTRATIVE PROCEDURE, CHAPTER 355-4-1 EFFECTIVE DECEMBER 20, 2001 IS INCORPORATED BY REFERENCE AND MADE A PART OF THIS DOCUMENT. TO RECEIVE A COPY CALL (334)242-7250, OR OUR WEBSITE WWW.PURCHASING.ALABAMA.GOV .

BID (ITB) RESPONSE INSTRUCTIONS

REV: 03/31/11

1. TO SUBMIT A RESPONSIVE BID, READ THESE INSTRUCTIONS, ALL TERMS, CONDITIONS AND SPECIFICATIONS.
2. BID ENVELOPES/PACKAGES/BOXES MUST BE IDENTIFIED ON FRONT, PREFERABLY LOWER LEFT CORNER AND BE VISIBLE WITH THE BID NUMBER AND OPENING DATE. EACH INDIVIDUAL BID (IDENTIFIED BY A UNIQUE BID NUMBER) MUST BE SUBMITTED IN A SEPARATE ENVELOPE. RESPONSES TO MULTIPLE BID NUMBERS SUBMITTED IN THE SAME ENVELOPE/COURIER PACKAGE, THAT ARE NOT IN SEPARATE ENVELOPES PROPERLY IDENTIFIED, WILL BE REJECTED. THE DIVISION OF PURCHASING DOES NOT ASSUME RESPONSIBILITY FOR LATE BIDS FOR ANY REASON INCLUDING THOSE DUE TO POSTAL, OR COURIER SERVICE. BID RESPONSES MUST BE IN THE DIVISION OF PURCHASING OFFICE PRIOR TO THE "RECEIVE DATE AND TIME" INDICATED ON THE BID.
3. BID RESPONSES (PAGE 1, PRICE SHEET AND ADDENDUMS (WHEN SIGNATURE IS REQUIRED)) MUST BE IN INK OR TYPED ON THIS DOCUMENT. OR EXACT FORMAT WITH SIGNATURES BEING HANDWRITTEN ORIGINALS IN INK (PERSON SIGNING BID, NOTARY, AND NOTARY EXPIRATION), OR THE BID WILL BE REJECTED. UNLESS INDICATED IN THE BID, ALL PRICE PAGES MUST BE COMPLETED AND RETURNED. IF AN ITEM IS NOT BEING BID, IDENTIFY IT AS NB (NO-BID). PAGES SHOULD BE SECURED. THE DIVISION OF PURCHASING DOES NOT ASSUME RESPONSIBILITY FOR MISSING PAGES. FAXED BID RESPONSES WILL NOT BE ACCEPTED.
4. THE UNIT PRICE ALWAYS GOVERNS REGARDLESS OF THE EXTENDED AMOUNT. A UNIT PRICE CHANGE ON A LINE MUST BE INITIALED BY THE PERSON SIGNING THE BID, OR THAT LINE WILL BE REJECTED. THIS INCLUDES A CROSS-OUT, STRIKE-OVER, INK-OVER, WHITE-OUT, ERASURE, OR ANY OTHER METHOD CHANGING THE PRICE.
5. THE DIVISION OF PURCHASING IS NOT RESPONSIBLE FOR MISINTERPRETATION OF DATA FAXED FROM THIS OFFICE.
6. THE DIVISION OF PURCHASING REQUIRES AN ORIGINAL AND A MINIMUM OF ONE EXACT COPY OF THE SIGNED, NOTARIZED INVITATION-TO-BID TO INCLUDE ANY REQUIRED ADDENDUM(S) AND DOCUMENTATION. THE ORIGINAL AND THE COPY SHOULD BE SUBMITTED TOGETHER AS A BID PACKAGE. FAILURE TO MARK RESPONSES AS "ORIGINAL" AND/OR "COPY" COULD RESULT IN THE ENTIRE BID RESPONSE BEING REJECTED.
7. AN IMPROPERLY SUBMITTED BID, LATE BID, OR BID THAT IS CANCELLED ON OR BEFORE THE OPENING DATE WILL BE HELD FOR 90 DAYS AND THEN DESTROYED. THE BID MUST BE RETRIEVED DURING REGULAR WORK HOURS, MONDAY - FRIDAY, EXCEPT STATE HOLIDAYS. AFTER THE BID IS DESTROYED, THE DIVISION OF PURCHASING ASSUMES NO RESPONSIBILITY FOR THE DOCUMENT.

DISQUALIFIED/CANCELLED BID

BIDS THAT ARE IMPROPERLY SUBMITTED OR RECEIVED LATE WILL BE A RESPONSE FOR RECORD, BUT WILL NOT BE RETURNED OR A NOTIFICATION MAILED.

THE FOLLOWING IS A PARTIAL LIST WHEREBY A BID RESPONSE WILL BE DISQUALIFIED:

BID NUMBER NOT ON FACE OF ENVELOPE/COURIER PACKAGE/BOX  
RESPONSES TO MULTIPLE BID NUMBERS IN SAME ENVELOPE NOT PROPERLY IDENTIFIED  
BID RECEIVED LATE  
BID NOT SIGNED/NOT ORIGINAL SIGNATURE  
BID NOT NOTARIZED/NOT ORIGINAL SIGNATURE OF NOTARY AND/OR NO NOTARY EXPIRATION  
NOTARIZED OWN SIGNATURE  
REQUIRED INFORMATION NOT SUBMITTED WITH BID  
FAILURE TO SUBMIT THE ORIGINAL BID AND A COMPLETE EXACT COPY  
BID RECEIVED FROM NON-REGISTERED/EXPIRED VENDOR

BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 AND AS AMENDED BY ACT 2012-491)

AS A CONDITION FOR AWARD OF THIS ITB, THE VENDOR ACKNOWLEDGES THE FOLLOWING:

"BY SIGNING THIS CONTRACT, THE CONTRACTING PARTIES AFFIRM, FOR THE DURATION OF ANY AGREEMENT THAT THEY WILL NOT VIOLATE FEDERAL IMMIGRATION LAW OR KNOWINGLY EMPLOY, HIRE FOR EMPLOYMENT, OR CONTINUE TO EMPLOY AN UNAUTHORIZED ALIEN WITHIN THE STATE OF ALABAMA. FURTHERMORE, A CONTRACTING PARTY FOUND TO BE IN VIOLATION OF THIS PROVISION SHALL BE DEEMED IN BREACH OF THE AGREEMENT AND SHALL BE RESPONSIBLE FOR ALL DAMAGES RESULTING THEREFROM."

STANDARD TERMS & CONDITIONS

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VERIFICATION OF ENROLLMENT IN THE E-VERIFY PROGRAM WILL BE REQUIRED PRIOR TO ANY AWARD TO A VENDOR WHO EMPLOYS ONE OR MORE EMPLOYEES WITHIN THE STATE OF ALABAMA. E-VERIFY DOCUMENTATION SHOULD BE IDENTIFIED WITH THE BID NUMBER AND THE BUYER NAME. FAILURE TO PROVIDE DOCUMENTATION WITHIN 5 CALENDAR DAYS OF NOTIFICATION WILL RESULT IN THE REJECTION OF YOUR BID. TO ENROLL IN THE E-VERIFY PROGRAM VISIT [WWW.DHS.GOV/E-VERIFY](http://WWW.DHS.GOV/E-VERIFY).

CERTIFICATION PURSUANT TO ACT NO. 2006-557

ALABAMA LAW (SECTION 41-4-116, CODE OF ALABAMA 1975) PROVIDES THAT EVERY BID SUBMITTED AND CONTRACT EXECUTED SHALL CONTAIN A CERTIFICATION THAT THE VENDOR, CONTRACTOR, AND ALL OF ITS AFFILIATES THAT MAKE SALES FOR DELIVERY INTO ALABAMA OR LEASES FOR USE IN ALABAMA ARE REGISTERED, COLLECTING, AND REMITTING ALABAMA STATE AND LOCAL SALES, USE, AND/OR LEASE TAX ON ALL TAXABLE SALES AND LEASES INTO ALABAMA. BY SUBMITTING THIS BID, THE BIDDER IS HEREBY CERTIFYING THAT THEY ARE IN FULL COMPLIANCE WITH ACT NO. 2006-557, THEY ARE NOT BARRED FROM BIDDING OR ENTERING INTO A CONTRACT PURSUANT TO 41-4-116, AND ACKNOWLEDGES THAT THE AWARDING AUTHORITY MAY DECLARE THE CONTRACT VOID IF THE CERTIFICATION IS FALSE.

INFORMATION AND ASSISTANCE TO MINORITY AND WOMEN-OWNED BUSINESSES IN ACQUIRING M/WBE CERTIFICATION MAY BE OBTAINED FROM THE OFFICE OF MINORITY BUSINESS ENTERPRISE, 1-800-447-4191.

SPECIAL TERMS & CONDITIONS

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INVITATION TO BID

VENDOR REGISTRATION AND FEE PAYMENT ONLINE

EFFECTIVE SEPTEMBER 1, 2010, VENDORS MUST REGISTER ONLINE TO RECEIVE NOTIFICATION OF BIDS. GO TO WWW.PURCHASING.ALABAMA.GOV TO REGISTER. BIDS WILL NOT BE ACCEPTED FROM NON-REGISTERED VENDORS FOR BIDS ISSUED AFTER SEPTEMBER 1, 2010. A VENDOR'S REGISTRATION MUST BE MAINTAINED THROUGHOUT THE LIFE CYCLE OF AN AWARDED CONTRACT, TO INCLUDE RENEWAL PERIODS. AT THE TIME OF REGISTRATION, VENDOR MUST PAY A BIENNIAL REGISTRATION FEE. PAYMENT MUST BE MADE BY CREDIT CARD, DEBIT CARD, OR BY ELECTRONIC CHECK. VENDOR NUMBER SUBMITTED ON BID RESPONSE MUST MATCH VENDOR REGISTRATION OR THE BID WILL BE REJECTED.

INTENT TO AWARD

EFFECTIVE MAY 1, 2008, THE STATE OF ALABAMA - DIVISION OF PURCHASING WILL ISSUE AN 'INTENT TO AWARD' BEFORE A FINAL AWARD IS MADE. THE 'INTENT TO AWARD' WILL CONTINUE FOR A PERIOD OF FIVE (5) CALENDAR DAYS, AFTER WHICH A PURCHASE ORDER WILL BE PRODUCED. UPON FINAL AWARD, ALL RIGHTS TO PROTEST ARE FORFEITED. A DETAILED EXPLANATION OF THIS PROCESS MAY BE REVIEWED IN THE ALABAMA ADMINISTRATIVE CODE - CHAPTER 355-4-1(14).

ALTERNATE BID RESPONSE

UNLESS STATED ELSEWHERE IN THIS INVITATION-TO-BID (ITB) THE STATE OF ALABAMA WILL ACCEPT AND EVALUATE ALTERNATE BID SUBMITTALS ON ANY ITB'S. ALTERNATE BID RESPONSES WILL BE EVALUATED ACCORDING TO THE REQUIREMENTS AS ALL OTHER RESPONSES TO THIS ITB.

INTERNET WEBSITE LINK'S

INTERNET AND/OR WEBSITE LINKS WILL NOT BE ACCEPTED IN BID RESPONSES AS A MEANS TO SUPPLY ANY REQUIREMENTS STATED IN THIS ITB (INVITATION-TO-BID).

PRODUCT DELIVERY, RECEIVING AND ACCEPTANCE

IN ACCORDANCE WITH THE UNIVERSAL COMMERCE CODE (CODE OF ALABAMA, TITLE 7), AFTER DELIVERY, THE STATE OF ALABAMA HAS THE RIGHT TO INSPECT ALL PRODUCTS BEFORE ACCEPTING. THE STATE WILL INSPECT PRODUCTS IN A REASONABLE TIMEFRAME. SIGNATURE ON A DELIVERY DOCUMENT DOES NOT CONSTITUTE ACCEPTANCE BY THE STATE. THE STATE WILL ACCEPT PRODUCTS ONLY AFTER SATISFACTORY INSPECTION.

SALES TAX EXEMPTION

PURSUANT TO THE CODE OF ALABAMA, 1975, TITLE 40-23-4 (A) (11), THE STATE OF ALABAMA IS EXEMPT FROM PAYING SALES TAX. AN EXEMPTION LETTER WILL BE FURNISHED UPON REQUEST.

INVOICES

INQUIRIES CONCERNING PAYMENT AFTER INVOICES HAVE BEEN SUBMITTED ARE TO BE DIRECTED TO THE RECEIVING AGENCY, NOT THE DIVISION OF PURCHASING

BID RESPONSES AND BID RESULTS

UNEVALUATED BID RESPONSES (NOT BID RESULTS) ARE AVAILABLE ON OUR WEB SITE AT WWW.PURCHASING.ALABAMA.GOV. BID RESULTS WILL BE MADE AVAILABLE FOR REVIEW IN THE DIVISION OF PURCHASING OFFICE, BUT ONLY AFTER THE BID HAS BEEN AWARDED. WE DO NOT FAX OR MAIL COPIES OF BID RESULTS. IF A VENDOR WISHES TO REVIEW BID RESULTS IN OUR OFFICE, THEY SHOULD FAX THEIR REQUEST TO REVIEW THE BID TWO DAYS IN ADVANCE TO THE "BID REVIEW CLERK" AT (334) 242-4419. BE SURE TO REFERENCE THE BID NUMBER.

FOREIGN CORPORATION - CERTIFICATE OF AUTHORITY

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INVITATION TO BID

ALABAMA LAW PROVIDES THAT A FOREIGN CORPORATION (AN OUT-OF-STATE COMPANY/FIRM) MAY NOT TRANSACT BUSINESS IN THE STATE OF ALABAMA UNTIL IT OBTAINS A CERTIFICATE OF AUTHORITY FROM THE SECRETARY OF STATE. SECTION 10-2B-15.01, CODE OF ALABAMA 1975. TO OBTAIN FORMS FOR A CERTIFICATE OF AUTHORITY, CONTACT THE SECRETARY OF STATE, CORPORATIONS DIVISION, (334) 242-5324. THE CERTIFICATE OF AUTHORITY DOES NOT KEEP THE VENDOR FROM SUBMITTING A BID.

BID IDENTIFICATION

REFERENCE PAGE 2, ITEM 2. DUE TO THE POSTAL SERVICE PUTTING BAR CODE LABELS ON ENVELOPES, IT CONCEALS THE BID NUMBER AND DATE IF THE VENDOR HAS WRITTEN THEM OTHER THAN THE LOWER LEFT CORNER, THEREFORE THE BID WOULD BE REJECTED FOR NOT BEING PROPERLY IDENTIFIED.

AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (ARRA)

COMPLIANCE WITH THE REPORTING REQUIREMENTS OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (ARRA): WHEN THE SELECTED VENDOR IS NOTIFIED BY THE PROCURING AGENCY THAT SPECIFIC PURCHASES ARE BEING PAID WITH ARRA OR STIMULUS FUNDS, THE VENDOR SHALL COMPLY WITH THE ARRA REPORTING REQUIREMENTS DEFINED BY THE FEDERAL OMB. THE PROCURING AGENCY IS RESPONSIBLE FOR INFORMING THE AWARDED VENDOR AS SOON AS THE AGENCY IS AWARE THAT ARRA OR STIMULUS FUNDS ARE BEING USED TO PURCHASE ITEMS OR SERVICES AWARDED BY THE ITB AND WHETHER TO REPORT THE INFORMATION TO THE PROCURING AGENCY OR DIRECTLY TO THE FEDERAL GOVERNMENT. THE PROCURING AGENCY MAY NOTIFY THE VENDOR AT THE TIME THE PURCHASE ORDER IS PROCESSED, BY CHANGE ORDER, E-MAIL OR LETTER. THE VENDOR SHALL PROVIDE THE REQUESTED REPORT INFORMATION AS REQUIRED BY LAW.

AWARD:

THE AWARD SHALL BE MADE BY PUBLISHER TO THE LOWEST RESPONSIBLE BIDDER MEETING ALL SPECIFICATIONS.

DEFAULT:

WHEN A VENDOR DEFAULTS ON A CONTRACT/PURCHASE ORDER, THE STATE CAN PROCURE THE GOODS OR SERVICES FROM OTHER SOURCES AND HOLD THE VENDOR RESPONSIBLE FOR ANY EXCESS IN PRICE/HANDLING. THE VENDOR MAY BE BARRED FROM BIDDING FOR AN INDETERMINATE PERIOD.

ADMINISTRATIVE FEE:

AWARDED BIDDER(S) SHALL PAY THE STATE AN ADMINISTRATIVE FEE FOR ALL SALES MADE UNDER THIS CONTRACT. THIS FEE SHALL BE 1 % (0.01) OF THE TOTAL DOLLAR AMOUNT FOR ALL SALES. THE FEE WILL BE PAID EACH MONTH BEFORE THE 20TH AND WILL REPRESENT A SINGLE, ONE-TIME PAYMENT FOR ALL SALES MADE IN THE PRIOR MONTH AND AS ADJUSTED FOR ERRORS ASSOCIATED WITH EARLIER MONTHS. THIS FEE SHALL NOT BE LISTED AS A SEPARATE COST ON INVOICES. THE AWARDED BIDDER(S) WILL BE REQUIRED TO PROVIDE A SUMMARY REPORT EACH MONTH BEFORE THE 20TH LISTING SALES MADE DURING THE PRIOR CALENDAR MONTH. THIS REPORT IS TO INCLUDE THE CONTRACT NUMBER, PURCHASING ENTITY, SALES AMOUNT, AND FEE AMOUNT. A REPORT IS DUE EVEN WHEN THERE IS NO ACTIVITY. THIS REPORT SHALL BE SENT ELECTRONICALLY TO TELECOM.ADMIN@ISD.ALABAMA.GOV. A COPY OF THE THE SUMMARY REPORT SHALL ALSO ACCOMPANY THE PAYMENT.

REMITTANCE SHALL BE PAYABLE TO THE "STATE OF ALABAMA DEPARTMENT OF FINANCE" AND BE SENT TO:

ALABAMA DEPARTMENT OF FINANCE  
DIVISION OF ACCOUNTING AND ADMINISTRATION  
PO BOX 300658  
MONTGOMERY ALABAMA 36130-0658

SPECIAL TERMS & CONDITIONS

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FOR INTERNAL INFORMATION ONLY: FEE DISTRIBUTION 1/2 % TO THE STATE PROCUREMENT FUND AND 1/2 % TO THE FINANCE ISD REVOLVING FUND.

FREIGHT:

BID IS F.O.B. DESTINATION. ANY FREIGHT CHARGES MUST BE INCLUDED IN THE BID PRICES. DO NOT SHOW FREIGHT AS A SEPARATE COST.

CONTRACT PERIOD:

ESTABLISH A 12 MONTH CONTRACT WITH AN OPTION TO EXTEND FOR A SECOND, THIRD, FOURTH, AND FIFTH 12 MONTH PERIOD WITH THE SAME PRICING, TERMS AND CONDITIONS. THE SECOND, THIRD, FOURTH, OR FIFTH 12 MONTH PERIOD, IF AGREED BY BOTH PARTIES, WOULD BEGIN THE DAY AFTER THE FIRST, SECOND, THIRD, OR FOURTH 12 MONTH PERIOD EXPIRES. ANY SUCCESSIVE EXTENSION MUST HAVE WRITTEN APPROVAL OF BOTH THE STATE AND VENDOR NO LATER THAN 30 DAYS PRIOR TO EXPIRATION OF THE PREVIOUS 12 MONTH PERIOD.

NON-APPROPRIATION OF FUNDS:

CONTINUATION OF ANY AGREEMENT BETWEEN THE STATE AND A BIDDER BEYOND A FISCAL YEAR IS CONTINGENT UPON CONTINUED LEGISLATIVE APPROPRIATION OF FUNDS FOR THE PURPOSE OF THIS BID AND ANY RESULTING AGREEMENT. NON-AVAILABILITY OF FUNDS AT ANY TIME SHALL CAUSE ANY AGREEMENT TO BECOME VOID AND UNENFORCEABLE AND NO LIQUIDATED DAMAGES SHALL ACCRUE TO THE STATE AS A RESULT. THE STATE WILL NOT INCUR LIABILITY BEYOND THE PAYMENT OF ACCRUED AGREEMENT PAYMENT.

PRORATION:

ANY PROVISION OF A CONTRACT RESULTING FROM THIS BID TO THE CONTRARY NOTWITHSTANDING, IN THE EVENT OF FAILURE OF THE STATE TO MAKE PAYMENT HEREUNDER AS A RESULT OF PARTIAL UNAVAILABILITY, AT THE TIME SUCH PAYMENT IS DUE, OF SUCH SUFFICIENT REVENUES OF THE STATE TO MAKE SUCH PAYMENT (PRORATION OF APPROPRIATED FUNDS FOR THE STATE HAVING BEEN DECLARED BY THE GOVERNOR PURSUANT TO SECTION 41-4-90 OF THE CODE OF ALABAMA 1975), THE CONTRACTOR SHALL HAVE THE OPTION, IN ADDITION TO THE OTHER REMEDIES OF THE CONTRACT, OF RENEGOTIATING THE CONTRACT (EXTENDING OR CHANGING PAYMENT TERMS OR AMOUNTS) OR TERMINATING THE CONTRACT.

REQUESTED INFORMATION:

ANY ADDITIONAL INFORMATION REQUESTED FROM A VENDOR MUST BE FURNISHED WITHIN FIVE (5) DAYS FROM RECEIPT OF REQUEST.

PURPOSE:

ESTABLISH A CONTRACT FROM THE ITEMS LISTED FOR ALL STATE AGENCIES. CONTRACT PRICES ARE AVAILABLE TO ALL LOCAL GOVERNMENTAL AGENCIES AND SCHOOLS.

## PRICE SHEET

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## INVITATION TO BID

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
UNLESS SPECIFIED OTHERWISE BELOW:					
SHIP TO: R1 /					
STATEWIDE					
00001	COMMODITY CODE: 205-56-051749 SOFTWARE, SYMANTEC:	1	EA	_____	_____
	_____% DISCOUNT				
00002	COMMODITY CODE: 205-56-051746 SOFTWARE, ATTACHMATE:	1	EA	_____	_____
	_____% DISCOUNT FROM MSRP				
00003	COMMODITY CODE: 205-56-051752 SOFTWARE, ADOBE:	1	EA	_____	_____
	_____% DISCOUNT FROM CLP 40,000 POINT LP MSRP				
00004	COMMODITY CODE: 205-56-051754 SOFTWARE, MCAFEE:	1	EA	_____	_____
	_____% DISCOUNT FROM LEVEL "J"				
00005	COMMODITY CODE: 205-56-050483 SOFTWARE, NUANCE:	1	EA	_____	_____
	_____% DISCOUNT FROM OLP LEVEL "E"				
00006	COMMODITY CODE: 205-56-051753 SOFTWARE, APPLE:	1	EA	_____	_____
	_____% DISCOUNT FROM SLG LP				
00007	COMMODITY CODE: 205-56-050325 SOFTWARE, MICROSOFT, SELECT AGREEMENT	1	EA	_____	_____
	_____% DISCOUNT FROM 6.1 LEVEL D MSRP				
00008	COMMODITY CODE: 205-56-050365 SOFTWARE, MICROSOFT, ENTERPRISE AGREEMENT	1	EA	_____	_____
	_____% DISCOUNT FROM LEVEL D MSRP				
00009	COMMODITY CODE: 205-56-050481 SOFTWARE, VMWARE	1	EA	_____	_____
	_____% DISCOUNT FROM TTP LEVEL 1				
PAGE TOTAL					_____
BID TOTAL					_____

**State of Alabama  
Department of Finance  
Information Services Division**



**Software  
Invitation to Bid**

2 AUGUST 2012

## SECTION I

### I. ADMINISTRATIVE AND CONTRACTUAL INFORMATION

I.1. **OBJECTIVE:** The purpose of this Invitation to Bid (ITB) of the State of Alabama (State) is to establish a statewide enterprise contract to be used by State agencies, political subdivisions, and local government agencies to purchase business class Symantec, Attachmate, Adobe, McAfee, Nuance, Apple, Microsoft and VMware software products as specified in the bid. The resulting enterprise contract will be for a period of one year, annually renewable for up to four additional years, for a total contract period of up to five years. The contract will provide a purchasing mechanism for licensing and/or maintenance of these software products, at rates reflecting discounts from the Manufacturers Suggested Retail Price (MSRP). The State has established a framework that will ensure that BIDDERS will meet a baseline set of requirements: overall business and financial health, commitment to the State, service and support and quality assurance and testing. This framework is designed to ensure that BIDDERS are best matched to meet specific requirements of the State and are strategic business partners.

I.2. **ADMINISTRATIVE FEE:** The awarded bidder shall pay each month to the Dept. of Finance an administrative fee in the amount of 1% for all sales made during the prior month. This 1% fee will be distributed as 1/2 % to Finance ISD Revolving Fund and 1/2% to the State Procurement Fund. Refer to the terms and conditions section of this bid for further instructions regarding reporting and remittance.

I.3. **SOFTWARE FORMAT** All software products provided under the terms of this bid must include the most current version supported and maintained by the software manufacturer and any previous versions of software which are still supported and maintained by the software manufacturer. Software must be new, either CD-ROM/DVD, or downloaded with all applicable software licenses provided by the original software manufacturer.

I.4. **RESPONSE SUBMISSIONS AND BID FORMAT:** BIDDERS must submit one signed original bid response which includes all attachments in paper form and one exact copy that must also include all attachments of their bid response in paper form. In addition to all other requested information, BIDDERS should also submit two (2) Microsoft Word or searchable PDF soft copies of their bid proposal (including the attachments) on CD, DVD, or flash drive media for use during bid evaluation. Bid should be in the same format and sequence as presented in this ITB. The bid must contain a brief statement from the BIDDER in response to each requirement (by paragraph I.1., I.2., etc.). In most cases, a brief statement such as "Read, understands and will comply" is sufficient to acknowledge that the BIDDER is aware of , and will meet, the requirement. If a requirement is more complex and requires specific information describing how the BIDDER will meet the requirement, a simple statement such as "Read, understands and will comply" will not be sufficient. The bid must then contain a complete explanation of exactly how the BIDDER will meet the requirement specified in the ITB or provide the information requested. In either case, the BIDDER is responsible for providing information sufficient to allow a fair and equitable evaluation of their bid.

I.5. **SECURITY STATEMENT:** Security Policy 681 (Information Protection), including Standard 681-S3 (Media Sanitization), applies to all users (State of Alabama employees, contractors, vendors, and business partners) of any State-managed information resources. Some data elements and licensed software used in the State agencies are of a highly restrictive nature. The BIDDER shall ensure that personnel involved with installation/maintenance of software on any agency IT hardware shall be advised, and acknowledge, the confidential nature of information contained in the State files, the safeguards required, and criminal and civil sanctions of non-compliance with Federal and State statutes. By accepting the award of this contract, the BIDDER certifies to the State that all contractor and subcontractor personnel will comply with the State of Alabama information technology policies, procedures and standards including any future information security policy changes or enhancements.

I.5.1. ISD's Information Technology Security Policies, Standards and Guidelines are posted at

<http://cybersecurity.alabama.gov/PoliciesStandards.aspx>.

I.6. **USE WARRANTY:** The BIDDER warrants the software shall be new, and include the original manufacturer's warranty. The warranty must be for a minimum of 1 year. The agency will not incur any shipping cost associated with return of software. The warranty period will begin 30 calendar days from ship date or the first day following acceptance/installation of all items whichever comes first. All upgrades, patches or other components utilized in the maintenance of software must be new or warranted by the manufacturer to cover the software's original or extended warranties. BIDDER shall, at its expense, correct or replace defective software to the satisfaction of the State.

I.7. **INQUIRIES:** Any questions that arise concerning technical specifications must be e-mailed to:

Art Bess  
Information Services Division  
E-mail: [art.bess@isd.alabama.gov](mailto:art.bess@isd.alabama.gov)

Procedural questions and copies of all questions must be e-mailed to:  
Jaeri Ellis, Buyer  
Division of Purchasing  
E-mail: [Jaeri.Ellis@purchasing.alabama.gov](mailto:Jaeri.Ellis@purchasing.alabama.gov)

From the date of issuance of this ITB, until the awards are made and announced, all questions concerning this ITB shall be directed to the points of contact listed above. It is not permissible for any BIDDER, or any entity working on behalf of a BIDDER, to solicit information regarding this ITB from any government source (Federal or State) other than from the official points of contact listed above. Specification questions must be submitted in writing by e-mail to the above contact no later than August 27, 5:00 PM central time. Any unauthorized solicitations for information that are reported are grounds for disqualification of the BIDDERS bid.

I.8. **BIDDER ELIGIBILITY:** BIDDERS must submit documentation supporting the following BIDDER requirements if specifically required. Documentation may be in the form of company records, sales receipts or similar statements signed by authorized company officials.

I.8.1. The software manufacturer may bid direct or through a reseller. A reseller who responds to this bid must provide a signed statement from the respective software manufacturer indicating their current status as a Large Account Reseller (LAR) authorized to sell to the State of Alabama from the manufacturer's entire catalog of software products at the discount percentage-off MSRP bid for each of the lines they are bidding on this ITB.

I.8.2. BIDDERS responding to this bid must be able to provide on-site technical assistance as required for the installation, maintenance and support of the software provided in this bid. Technical support personnel must be available on-site to any location within Alabama within 48 hours.

I.8.3 BIDDERS responding to this bid must have a minimum of three years of sales experience for each manufacturer bid. The State reserves the right to ask for documentation of this requirement.

I.8.4 BIDDERS responding to this bid for VMware must provide documentation from the manufacturer they are an "Enterprise" or "Premier" partner.

I.9. **REFERENCES:** The BIDDER must provide a minimum of three (3) government accounts (State, County, City or other Municipality, who have purchased a minimum of 200 new sales or

renewals of software licenses for each of the software manufacturer(s) that the BIDDER is bidding on in this ITB, at any time within the past three years except for VMWare. The State of Alabama, Department of Finance may not be used as a reference. The State reserves the right to contact any or all references. Negative reference responses are grounds to disqualify the bid. The State will attempt to contact each reference three times. Failure of a reference to respond after three documented attempts by the State will be considered a negative response.

I.9.1. Information provided for references must include the:

- a. Name of agency
- b. Mailing address
- c. Contact person
- d. E-mail address
- e. Telephone number
- f. Number and description of products sold
- g. Number and description of renewals or maintenance sold
- h. Dates of sales; From MM/YY - To MM/YY

Bidders bidding on VMware must meet the requirements I.8.4.

I.10. **CONTRACT PUBLICATION:** Awarded BIDDER must establish an Account Management Team dedicated to the State with contact names, an 800 phone number, E-mail and fax number. The team must be accessible to provide quotes and answer procurement/ordering questions 8 am – 5 pm CT M-F. Written complaints to ISD or State Purchasing by user agencies that BIDDER is non-responsive could result in cancellation of contract. Awarded BIDDERS may also provide and maintain a secure internet website dedicated to the State containing a complete product offering of only the awarded products with contract pricing. BIDDERS should update this website in a timely manner so the agencies may benefit from substitutions required for any equipment updates.

I.11. **ACCOUNT REPRESENTATIVE:** Awarded BIDDER must provide a dedicated account representative with a toll free 800 number and an e-mail address to service state accounts. This representative or designated technical support personnel must be available on-site to any location within Alabama within 48 hours if deemed necessary by Information Services Division (ISD) or State Purchasing. This representative will be the sole point of contact for the BIDDER regarding contract issues.

I.12. **PRODUCT OFFERINGS:** Subsequent to contract award, the State reserves the right to limit the software items offered in the Software Catalog. All products offered, including those in the Options and Accessories Catalog will be subject to approval by ISD and State Purchasing. If a promotional package of contract items is offered, the awarded BIDDER must immediately present it to the State for consideration. The State will not file for rebate(s); therefore, the BIDDER must offer and bill the State at the net discounted price of the applicable offering. New products to any item awarded under the contract will be added to the contract only if BIDDER follows the guidelines detailed in paragraph I.13. Additional volume discounts will be allowed with the provision that any purchasing entity that purchases the equivalent volume be offered the same rate of discount. Promotional discount is permissible as long as the product meets the catalog specifications and the percentage discount is greater than the percentage-off MSRP discount price. Such promotional discounts must be offered to all purchasers using this contract.

I.13. **ADDITIONS TO CONTRACT:** BIDDER is responsible for the issuance of any new product information that may become available during this contract period not on the manufacturer's website.

I.14. **UPGRADE SERVICE:** BIDDER must provide the manufacturer's procedure for software maintenance and upgrades.

I.15. **ADDITIONAL INFORMATION:** BIDDER must include any additional information that is believed to be pertinent but not explicitly asked for elsewhere in the ITB. Any additional information requested from a BIDDER must be furnished within five (5) working days after receipt of request.

I.16. **RETAINED RIGHTS:** The State retains the right to refuse any or all bids or cancel the contract with a 30 day notice without cause. The state retains the right to cancel the BIDDER's contract immediately with cause. With cause includes, but is not limited to, continued failure of a BIDDER to correct deficiencies in meeting the terms and conditions of the contract.

I.16. **TERMS AND CONDITIONS:** A BIDDER may not submit their own contract terms and conditions in a response to this ITB. If a bid contains supplemental terms and conditions, the State, at its sole discretion, may determine the bid to be a non-responsive counter offer, and the bid will be rejected.

## SECTION II

### II. CONTRACT AWARD

II.1. **AWARD:** Award will be made by line as shown in Attachment A (Symantec, Attachmate, Adobe, McAfee, Nuance, Apple, Microsoft and VMware). Selection of the awarded BIDDER for each line will be based upon an evaluation of the specifications and requirements of this ITB including but not limited to BIDDER qualifications, references and a weighted score of the highest percentage-off the MSRP for Software, Annual Software Maintenance, and Options/Accessories resulting in the most advantageous pricing for all products listed in the manufacturer's software catalog. Weighting factors will be announced at the bid opening for software, maintenance and options and accessories.

Vendors bidding on Microsoft Select and Microsoft Enterprise Agreements may bid different percentage discounts off MSRP, but they must bid on both agreements. It is the intent of the state to award one contract for both Microsoft Select and Microsoft Enterprise Agreements. In addition to meeting the above requirements, the lowest responsible bidder will be determined by applying a weighting factor to the percentage discounts. The weighting factors for Microsoft Select and Microsoft Enterprise will be announced at the bid opening.

II.2. **MANUFACTURER'S SOFTWARE CATALOGS:** This ITB includes the complete software catalog for each of the manufacturers listed below. A BIDDER may bid on one or more of the software manufacturers catalogs listed in this ITB, however a BIDDER may only submit one bid per software manufacturer. BIDDER acknowledges that the bid percentage-off MSRP is firm and the manufacturer's MSRP price must be verifiable for the entire term of the contract. Random evaluations may be performed during the life of the contract to ensure consistency of pricing. If it is determined at any time that the prices being charged are not in accordance with the discount from manufacturers MSRP level that is bid, the contract will be cancelled. Evaluations may include selection of at least five (5) software packages to verify that pricing is consistent with the discounts bid. If the State determines that the Price Catalogs submitted are incomplete or contain inconsistencies in pricing, the BID will be disqualified.

II.2.1. **Manufacturer's MSRP** Many software manufacturers vary their MSRP using tier level pricing. Since this ITB is based upon BIDDERS bidding a fixed percentage-off that manufacturer's MSRP, any variance in the MSRP level would impact the contract cost of the products. In order to establish contract pricing, the State has set a specified level for the required MSRP for each of the software manufacturers listed in this ITB. BIDDERS must base their percentage-off MSRP on the manufacturers MSRP levels in effect on the date of bid opening. The manufacturer's may vary their individual product MSRP pricing during the term of the contract, however, the MSRP Level must be set and remain constant during the entire contract period. BIDDERS that fail to base their bid percentage-off on the manufacturers MSRP levels shown below will be disqualified.

II.2.1.1. **Line #1 Symantec** - The State requires BIDDERS to set the entire Symantec software catalog MSRP at a minimum of licensing program band H for Security Products; and a minimum of licensing program band S for Availability Products; and then bid their percentage-off based upon that MSRP.

II.2.1.2. **Line # 2 Attachmate** - The State requires BIDDERS to set the entire Attachmate software catalog MSRP at a minimum of the software manufacturer's State and Local Government Licensing Program; and then bid their percentage-off based upon that MSRP.

II.2.1.3. **Line # 3 Adobe**- The State requires BIDDERS to set the entire Adobe software catalog MSRP at a minimum of the software manufacturer's CLP 40,000 Point Licensing Program; and then bid their percentage-off based upon that MSRP.

II.2.1.4. **Line # 4 McAfee** - The State requires BIDDERS to set the entire McAfee software catalog MSRP at a minimum of the software manufacturer's Level J (10,001 – 20,000)Licensing Program; and then bid their percentage-off based upon that MSRP.

II.2.1.5. **Line # 5 Nuance** - The State requires BIDDERS to set the entire Nuance software catalog MSRP at a minimum of the software manufacturer's OLP Level E (10,000+) Licensing Program; and then bid their percentage-off based upon that MSRP.

II.2.1.6. **Line # 6 Apple** - The State requires BIDDERS to set the entire Apple software catalog MSRP at a minimum of the software manufacturer's State and Local Government Licensing Program , and then bid their percentage-off based upon that MSRP.

II.2.1.7. **Line # 7 Microsoft Select** - The State requires BIDDERS to set the entire Microsoft software catalog MSRP at a minimum of the software manufacturer's Select Agreement 6.1 Level D; and then bid their percentage-off based upon that MSRP.

II.2.1.7.a. **Dual Line Bid Only** – Bid Lines # 7 and # 8 are both for Microsoft and will only be awarded together to one vendor. Vendors bidding the Microsoft catalog may bid a different percentage-off discount for both line #7 and Line #8.

II.2.1.8. **Line # 8 Microsoft Enterprise** - The State requires BIDDERS to set the entire Microsoft software catalog MSRP at a minimum of the software manufacturer's Enterprise Agreement Level D; and then bid their percentage-off based upon that MSRP.

II.2.1.8.a. **Dual Line Bid Only** – Bid Lines # 8 and # 7 are both for Microsoft and will only be awarded together to one vendor. Vendors bidding the Microsoft catalog may bid a different percentage-off discount for both line # 8 and Line # 7.

II.2.1.9. **Line # 9 VMware** - The State requires BIDDERS to set the entire VMware software catalog MSRP at a minimum of the software manufacturer's TTP Level 1; and then bid their percentage-off based upon that MSRP.

II.2.2. **BIDDER Acknowledgement** - BIDDERS must provide a statement in their bid response that they have based their percentage-off MSRP on the manufacturer's MSRP licensing programs specified in paragraph II.2.1.

II.2.3. **Manufacturer's Representative** - BIDDERS must provide a manufacturer's representative and contact information that can be used to validate the MSRP bid or provide manufacturer information upon request by the State. The contact information must include name, title, phone number and e-mail address.

II.3. **REQUIRED ATTACHMENTS:** BIDDERS must submit the following attachments containing the information requested for each software manufacturer that they are bidding.

II.3.1. **Attachment A – The Percent-off MSRP** - BIDDERS must bid three distinct percentages off MSRP for each manufacturer bid.

II.3.1.1. The first percentage-off MSRP is for all products in the Software Catalog.

II.3.1.2. The second percentage-off MSRP is for Annual Software Maintenance.

II.3.1.3. The third percentage-off MSRP is for all Options and Accessories.

II.4. **QUANTITY:** The exact quantity of purchases for each product on this solicitation is not known. The State does not guarantee that any amount will be purchased. Orders will be placed by agencies as needed and will give complete shipping instructions. Minimum order amounts are not applicable to this bid.

II.5. **DELIVERY TERMS:** Items are to be delivered to various locations throughout the 67 counties of Alabama. The exact locations and quantities will be provided by the ordering agencies. Awarded BIDDER must deliver all purchase order items within thirty (30) calendar days after receipt of order (ARO). Awarded BIDDER must deliver to the office of the ordering agency listed on the purchase order. All items ordered from this contract must be delivered with all freight charges paid by the BIDDER. Inside delivery is required. The State will not pay handling charges or other fees added to BIDDER invoices.

II.6. **PRICE DECREASES:** State Purchasing shall be notified immediately if there are any price decreases affecting a State Term Contract. The State shall receive the benefit of any price decreases as soon as possible in accordance with the written notification from the contract BIDDER. Awarded BIDDER must invoice the State for the cost of the product(s) at time of shipment versus bid price or purchase order if the price is lower.

II.7. **CONTRACT PERIOD:** A 12-month contract will be established for the awarded BIDDER to begin on the date of award with an option to renew for up to four (4) additional 12-month contract periods, if agreed by both parties, commencing after expiration of the previous 12 month contract period, or extend the existing contract until such time that a new contract can be bid and awarded. Any additional contract or extension will be at the same or lesser prices, with the same terms and conditions. Any successive contract must have the written approval of both the State and the awarded BIDDER no later than 30 days prior to the expiration of the original contract.

II.8. **PRIME CONTRACTOR RESPONSIBILITIES:** The awarded BIDDER must be the sole point of contact regarding contractual matters, including performance of services and the payment of any and all charges resulting from contract obligations. Awarded BIDDER must be totally responsible for all obligations of each order. Violation of these requirements in any manner without the express written consent of ISD and State Purchasing will result in notification to the BIDDER to correct all such discrepancies within five (5) workdays of notice. If the situation is not corrected or the violation occurs again during the term of the contract, the State may elect to cancel the contract immediately. BIDDERS are responsible for the faithful performance of the contract and shall have internal monitoring procedures and processes to ensure compliance.

II.8.1. **Agent of Record** - BIDDER will act as "Agent of Record" during the term of this contract, and will maintain and update licensing records of each agency that purchases from this contract. The State reserves the right to monitor and track BIDDER's performance over the course of the contract including any warranty term. The BIDDER shall cooperate with the State in this monitoring and tracking activity, which may require that BIDDER report progress and problems (with proposed resolutions), provide records of its performance, allow random inspections of its facilities, participate in scheduled meetings and provide management reports as requested by the State.

II.8.2. **Volume Software Specialists** - BIDDER must provide volume software specialists to provide pre and post sales support for Symantec, Attachmate, Adobe, McAfee, Nuance, Apple, Microsoft and VMware software products upon request. The information gathered may be used in administration of the contract, and may be used when evaluating the BIDDER in future procurements. Quarterly or annual reports of agency licensing records may be required along with quarterly or annual contract performance reports. BIDDER must provide contract sales reports at the State's request.

II.9. **SPECIFICATIONS:** To facilitate the bidder's response, a MS Word copy of these specifications can be downloaded from:

<http://isd.alabama.gov/planning/documents/Software2012.Doc>

## **Attachment A**

### **Bid Lines**

For each line bid, BIDDERS must insert their bid for the percentage-off the manufacturer's MSRP for the following product categories: Software, Annual Maintenance, and Options & Accessories.

#### **LINE # 1 - SYMANTEC –**

#### **BID PERCENTAGE-OFF MSRP**

<b>Symantec MSRP based on</b>	<b>Software</b>	<b>Annual Maintenance</b>	<b>Options &amp; Accessories</b>
<b>Band H, Security Products MSRP and</b>	_____ %	_____ %	_____ %
<b>Band S, Availability Products MSRP</b>			

(The State requires BIDDERS to set the manufacturer's MSRP at a minimum of **Band H** for Security Products; and **Band S** for Availability Products discount, regardless of quantity).

#### **LINE # 2 – ATTACHMATE**

#### **BID PERCENTAGE-OFF MSRP**

<b>Attachmate MSRP based on</b>	<b>Software</b>	<b>Annual Maintenance</b>	<b>Options &amp; Accessories</b>
State and Local Government MSRP	_____ %	_____ %	_____ %

(The State requires BIDDERS to set the manufacturer's MSRP at a minimum of the software manufacturer's State and Local Government Discount Licensing Program discount, regardless of quantity).

#### **LINE # 3 – ADOBE**

#### **BID PERCENTAGE-OFF MSRP**

<b>Adobe MSRP based on</b>	<b>Software</b>	<b>Annual Maintenance</b>	<b>Options &amp; Accessories</b>
CLP 40,000 Point MSRP	_____ %	_____ %	_____ %

(The State requires BIDDERS to set the manufacturer's MSRP at a minimum of the software manufacturer's CLP 40,000 Point Licensing Program discount, regardless of quantity).

#### **LINE # 4 – MCAFEE**

#### **BID PERCENTAGE-OFF MSRP**

<b>McAfee MSRP based on</b>	<b>Software</b>	<b>Annual Maintenance</b>	<b>Options &amp; Accessories</b>
Level J (10,001-20,000) MSRP	_____ %	_____ %	_____ %

(The State requires BIDDERS to set the manufacturer's MSRP at a minimum of the software manufacturer's Level J(10,001-20,000) Licensing Program discount, regardless of quantity).

#### **LINE # 5 – NUANCE**

#### **BID PERCENTAGE-OFF MSRP**

<b>Nuance MSRP based on</b>	<b>Software</b>	<b>Annual Maintenance</b>	<b>Options &amp; Accessories</b>
OLP Level E (10,000+)MSRP	_____ %	_____ %	_____ %

(The State requires BIDDERS to set the manufacturer's MSRP at a minimum of the software manufacturer's OLP Level E (10,000+) -State and Local Government Discount Licensing Program, regardless of quantity).

#### **LINE # 6 – APPLE**

#### **BID PERCENTAGE-OFF MSRP**

<b>Apple MSRP based on</b>	<b>Software</b>	<b>Annual Maintenance</b>	<b>Options &amp; Accessories</b>
State and Local Government MSRP	_____ %	_____ %	_____ %

(The State requires BIDDERS to set the manufacturer's MSRP at a minimum of the software manufacturer's State and Local Government Discount Licensing Program, regardless of quantity).

**LINE # 7 – MICROSOFT  
SELECT****BID PERCENTAGE-OFF MSRP**

<b>Microsoft MSRP based on</b>	<b>Software</b>	<b>Annual Maintenance</b>	<b>Options &amp; Accessories</b>
Select Agreement 6.1 <b>Level D</b> – MSRP	_____ %	_____ %	_____ %

(ISD requires vendors to set the manufacturer's MSRP at a minimum of the software manufacturer's Select Agreement 6.1 Level D regardless of quantity).

**LINE # 8 – MICROSOFT  
ENTERPRISE****BID PERCENTAGE-OFF MSRP**

<b>Microsoft MSRP based on</b>	<b>Software</b>	<b>Annual Maintenance</b>	<b>Options &amp; Accessories</b>
Enterprise Agreement <b>Level D</b> –MSRP	_____ %	_____ %	_____ %

(ISD requires vendors to set the manufacturer's MSRP at a minimum of the software manufacturer's Enterprise Agreement Level D discount, regardless of quantity).

**LINE # 9 – VMware****BID PERCENTAGE-OFF MSRP**

<b>VMware MSRP based on</b>	<b>Software</b>	<b>Annual Maintenance</b>	<b>Options &amp; Accessories</b>
GSA Enterprise Agreement MSRP	_____ %	_____ %	_____ %

(ISD requires vendors to set the manufacturer's MSRP at a minimum of the software manufacturer's GSA Enterprise Agreement MSRP level, regardless of quantity).

**Add additional sheets as necessary**

**End of ITB**

**Addendum #1**  
**ITB No: 13-X-2239256**  
**Software**

The State of Alabama is issuing an addendum for ITB No: 13-X-2239256 for Software. This addendum contains changes to specific sections and a section on submitted questions and the State's response. Please note also the bid due date and bid opening date have been changed. Only the specific sections shown below have been changed from the original ITB. The original ITB along with this addendum constitute and are incorporated into ITB No: 13-X-2239256 for Software ITB.

## **Revised Sections**

I.1. **OBJECTIVE**: The purpose of this Invitation to Bid (ITB) of the State of Alabama (State) is to establish a statewide enterprise contract to be used by State agencies, political subdivisions, and local government agencies to purchase business class Symantec, Attachmate, Adobe, McAfee, Nuance, Apple, Microsoft and VMware software products as specified in the bid. Alabama state and local educational entities may use this contract if the software products offered is not available on an existing educational contract. The resulting enterprise contract will be for a period of one year, annually renewable for up to four additional years, for a total contract period of up to five years. The contract will provide a purchasing mechanism for licensing and/or maintenance of these software products, at rates reflecting discounts from the Manufacturers Suggested Retail Price (MSRP). The State has established a framework that will ensure that BIDDERS will meet a baseline set of requirements: overall business and financial health, commitment to the State, service and support and quality assurance and testing. This framework is designed to ensure that BIDDERS are best matched to meet specific requirements of the State and are strategic business partners.

I.8.2. BIDDERS responding to this bid must be able to provide on-site technical assistance as required for the installation, maintenance and warranty support of the software provided in this bid. Warranty technical support may be provided by telephone, e-mail, Internet resources or onsite as required. Bidders **must** bid onsite Technical support for any location within Alabama within 48 hours as a billable option. Bidders may bid separate rates for installation, maintenance technical support or other categories of service. In addition, bidders may offer additional on and off site warranty and non-warranty support services as an option.

II.2.1.9. **Line # 9 VMware** - The State requires BIDDERS to set the entire VMware software catalog MSRP at a minimum of the software manufacturer's VVP Level 1; and then bid their percentage-off based upon that MSRP.

## Questions and Answers

**Question:** Page 7 for VMware asks for a discount from TTP Level 1 , This should be VPP Level 1

**Response:** See Revision Section

**Question:** Please add a 2<sup>nd</sup> commodity code for VMware for Academic Pricing. This will not have a VPP Level but can ask for a discount off of List Academic pricing. (Our Academic pricing starts at 40% off of MSRP. Government pricing is not eligible for this level of discount.) Adding this commodity to the contract will allow for great use of the contract by Educational customers and increase your resulting usage fee.

**Response:** See Revision Section. VMWARE is on the list of the Alabama Department of Education Joint Purchasing List. Academic pricing is not applicable for this ITB

**Question:** Is it possible for VMware to respond directly to the ITB and then add multiple resellers who meet the requirements once awarded, they would then have the ability to deliver products and would be responsible for processing the convenience fee.

**Response:** No.

**Question:** Will the awarded "Prime Contract Holder" be allowed to assign sub contractors to assist in the sales and management of the contract?

**Response:** No. Each manufacturer/publisher will be awarded to a single vendor.

**Question:** In page 3, section I.8.1 there is a sentence that states "A reseller who responds to this bid must provide a signed statement from the respective software manufacturer indicating their current status a "Large Account Reseller (LAR)" authorized to sell to the State of Alabama from the manufacturer's entire catalog of software products at the discount percentage-off MSRP bid for each of the lines they are bidding on this ITB. My question is could you clarify what you mean by LAR as that term usually applies to Microsoft but not to some of the other MFG's.

**Response:** A factory authorized reseller statement is sufficient

**Question:** For example, we are an Elite partner with McAfee which is McAfee's highest level partner. Would that be sufficient if we provide a letter from McAfee stating that?

**Response:** Yes

**Question:** In page 3, section I.9 there is a sentence stating "The BIDDER must provide a minimum of three (3) government accounts (State, County, City or other Municipality, who have purchased a minimum of 200 new sales or renewals of software licenses for each of the software manufacturer(s) that the BIDDER is bidding on in this ITB, at any time within the past three years except for VMware. My question is whether or not Higher Education would qualify as one of the references you are requesting.

**Response:** Yes

**Question:** Also when you state 200 new sales are you referring to the minimum # of licenses a customer has purchased or renewed?

**Response:** Yes, for each manufacturer being bid. The three references must be government accounts. Public non-profit or not-for profit references are excluded. The sales/renewals must have been in the past three years except for VMware. VMware must meet the requirements of I.8.4

**Question:** In page 3, section I.8.2 there is a sentence that states "BIDDERS responding to this bid must be able to provide on-site technical assistance as required for the installation, maintenance and support of the software provided in this bid. Technical support personnel must be available on-site to any location within Alabama within 48 hours. My question is whether or not this technical resource will be a billable service?

**Response:** See Revised Section. Vendors may offer a variety of extended or premium services and warranties as options. Vendors may also offer installation and configuration services as options on the ITB. Sometimes agencies may want vendors to install and configure software as a billable option. Telephone and e-mail technical support during the installation/warranty period would not be billable.

**Question:** On the first page # 6 there is a reference of a "General Contractor's License No" as well as the "Type of G.C. License". Our either of these applicable on this bid or can we reference N/A in both of these fields.

**Response:** You can enter N/A in the spaces regarding the General Contractor's License. This information does not apply to this contract

**Question:** Because the IFB is due the day following Labor Day is the State willing to extend the due date one day from September 4 to September 5, 2012?

**Response:** See Current due dates posted with this addendum.

**Question:** Also, since the questions are due on Monday, August 27<sup>th</sup> @ 5:00pm, will the answers be posted since the bids are due on Tuesday, September 4<sup>th</sup> and would have to be mailed out on Friday August 31<sup>st</sup> since Monday, September 3<sup>rd</sup> is a holiday?

**Response:** See Current due dates posted with this addendum.

**Question:** Due to the hurricane/tropical storm, the lower counties of AL have been ordered to evacuate. We have an office in Mobile which is where one of our employee who handles the back end management, and the structuring of reports for volume licensing of these software agreements resides. We also have many Gulf Coast accounts where we are in an all hands on deck mode. With all of that said, is it possible to get a one week extension on the ITB referenced above?

**Response:** See Current due dates posted with this addendum.

**Question:** If a manufacture you have listed on the bid has multiple discount levels for different products how would you like us to respond when you are asking for 1 discount per manufacture?

**Response:** You must respond with one discount level for all products (Manufacturer's catalog) as per the Price Sheet.

**Question:** Is their any chance we can break down all of Symantec's portfolio into different categories? The discount levels are a bit different throughout each product. For us to provide the state with the best value we politely ask if you will consider doing this.

**Response:** The bid will remain as one discount for the entire manufacturers catalog.

**Question:** Will any language be added to the current ITB that will make new Symantec products and offerings available? This will allow the state to get a much higher discount when Symantec rolls out a product that will be of very high interest for State and Local Governments within the next 12 months.

**Response:** This contract will be based on the manufacturers catalog. As the manufacturer adds new product, these products become part of the catalog.

**Question:** Because Symantec product discounts vary as much 32% between the highest discount level and the lowest discount level depending on the product, will the State of Alabama accept a pricing model with more granularity which would allow for different discount levels by product? If the State of Alabama chooses to keep a Bid Percentage off MSRP, responders will not be able to provide the best pricing to the State. With a product-wide Bid Percentage off MSRP, responders will only be able to offer the lowest discount level from Symantec.

**Response:** The bid will remain as one discount for the entire manufacturers catalog.

**Question:** The bid is requesting J band pricing on McAfee software. McAfee also has software products that run on McAfee hardware and these SKU's are not sold based on a user qty (or band level). They are sold on unit quantity. What is the best way to respond to the bid for these types of items?

About 75% of McAfee software is sold based on a band level and this would be easy to quote J band; however, the other 25% of products are not based on a band level.

**Response:** Software that requires McAfee hardware is excluded from this ITB.



STATE OF ALABAMA  
DEPARTMENT OF FINANCE  
DIVISION OF PURCHASING

INVITATION TO BID ADDENDUM

FOR: SOFTWARE

INVITATION TO BID NO: 2239256 ADDENDUM NO: 04

REQ. AGENCY : 999999  
PURCHASING DIVISION  
AGENCY REQ. NO. :  
T-NUMBER : T497  
DATE ISSUED : 09/14/12  
VENDOR NO. :  
VENDOR PHONE NO. :  
SNAP REQ. NO. : 1485237  
BUYER NAME : JAERI ELLIS  
BUYER PHONE NO. : (334) 242-7259

BID MUST BE RECEIVED BEFORE:  
DATE: 09/25/12 TIME: 5:00 PM

BIDS WILL BE PUBLICLY OPENED:  
DATE: 09/26/12 TIME: 10:00 AM

PLEASE READ ALL INSTRUCTIONS CAREFULLY

THE FOLLOWING CHANGES ARE HEREBY ADDED TO AND MADE A PART OF  
(INVITATION TO BID NUMBER 2239256 )

DISCOUNT PERCENTAGES MUST BE SUBMITTED ON ATTACHMENT "A".  
IT IS NOT NECESSARY TO PLACE PRICING ON THE STATE'S PRICING SHEET.

\* \* \* \* \* END OF ADDENDUM \* \* \* \* \*

#### STATEMENT OF UNDERSTANDING

I UNDERSTAND THE ADDENDUM AND THAT, IF INDICATED, IT MUST BE SIGNED IN INK AND  
RETURNED WITH THE BID OR SEPARATELY, PROPERLY IDENTIFIED AND RECEIVED PRIOR TO  
DATE AND TIME SPECIFIED.

ADDENDUM NOTARIZATION  
NOT REQUIRED

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE (INK)

\_\_\_\_\_  
MAIL ADDRESS

\_\_\_\_\_  
TYPE/PRINT AUTHORIZED NAME

\_\_\_\_\_  
CITY, STATE, ZIP

\_\_\_\_\_  
PHONE INCLUDING AREA CODE



INVITATION TO BID NO: 2239256

ADDENDUM NO: 03

STATE OF ALABAMA

DEPARTMENT OF FINANCE  
DIVISION OF PURCHASING

INVITATION TO BID ADDENDUM

FOR: SOFTWARE

REQ. AGENCY : 999999  
PURCHASING DIVISION  
AGENCY REQ. NO. :  
T-NUMBER : T497  
DATE ISSUED : 09/12/12  
VENDOR NO. :  
VENDOR PHONE NO. :  
SNAP REQ. NO. : 1485237  
BUYER NAME : JAERI ELLIS  
BUYER PHONE NO. : (334) 242-7259

BID MUST BE RECEIVED BEFORE:  
DATE: 09/25/12 TIME: 5:00 PM

BIDS WILL BE PUBLICLY OPENED:  
DATE: 09/26/12 TIME: 10:00 AM

PLEASE READ ALL INSTRUCTIONS CAREFULLY

THE FOLLOWING CHANGES ARE HEREBY ADDED TO AND MADE A PART OF  
(INVITATION TO BID NUMBER 2239256 )

NEW BID RETURN DATE: SEPTEMBER 25, 2012 BY 5:00 PM

NEW BID OPEN DATE: SEPTEMBER 26, 2012 AT 10:00 AM

\* \* \* \* \* END OF ADDENDUM \* \* \* \* \*

STATEMENT OF UNDERSTANDING

I UNDERSTAND THE ADDENDUM AND THAT, IF INDICATED, IT MUST BE SIGNED IN INK AND  
RETURNED WITH THE BID OR SEPARATELY, PROPERLY IDENTIFIED AND RECEIVED PRIOR TO  
DATE AND TIME SPECIFIED.

ADDENDUM NOTARIZATION  
NOT REQUIRED

COMPANY NAME

AUTHORIZED SIGNATURE (INK)

MAIL ADDRESS

TYPE/PRINT AUTHORIZED NAME

CITY, STATE, ZIP

PHONE INCLUDING AREA CODE



INVITATION TO BID NO: 2239256      ADDENDUM NO: 02

STATE OF ALABAMA  
DEPARTMENT OF FINANCE  
DIVISION OF PURCHASING

INVITATION TO BID ADDENDUM

FOR:      SOFTWARE

REQ. AGENCY                   : 999999  
                                  PURCHASING DIVISION  
AGENCY REQ. NO.            :  
T-NUMBER                    : T497  
DATE ISSUED                 : 09/04/12  
VENDOR NO.                 :  
VENDOR PHONE NO.          :  
SNAP REQ. NO.              : 1485237  
BUYER NAME                 : JAERI ELLIS  
BUYER PHONE NO.           : (334) 242-7259

BID MUST BE RECEIVED BEFORE:  
DATE: 09/13/12   TIME: 5:00 PM

BIDS WILL BE PUBLICLY OPENED:  
DATE: 09/14/12   TIME: 10:00 AM

PLEASE READ ALL INSTRUCTIONS CAREFULLY

THE FOLLOWING CHANGES ARE HEREBY ADDED TO AND MADE A PART OF  
(INVITATION TO BID NUMBER 2239256    )

SECTION II.2.1.9 LINE # 9 VMWARE - CHANGE TO READ:  
"THE STATE REQUIRES BIDDERS TO SET THE ENTIRE VMWARE SOFTWARE  
CATALOG MSRP AT A MINIMUM OF THE SOFTWARE MANUFACTURER'S  
COMMERCIAL PRICE LIST; AND THEN BID THEIR PERCENTAGE-OFF  
BASED UPON THAT MSRP."

\*\*   BID OPENING IS EXTENDED TO 09/14/12 AT 10:00 AM   \*\*  
\*\*\*   BIDS MUST BE RECEIVED 09/13/12 BEFORE 5:00 PM   \*\*\*

!!!! THIS ADDENDUM MUST BE SIGNED AND RETURNED IN DUPLICATE   !!!!

RB/JE

\* \* \* \* \*   E N D   O F   A D D E N D U M   \* \* \* \* \*

STATEMENT OF UNDERSTANDING

I UNDERSTAND THE ADDENDUM AND THAT, IF INDICATED, IT MUST BE SIGNED IN INK AND  
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DATE AND TIME SPECIFIED.

ADDENDUM NOTARIZATION  
NOT REQUIRED

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE (INK)

\_\_\_\_\_  
MAIL ADDRESS

\_\_\_\_\_  
TYPE/PRINT AUTHORIZED NAME

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CITY, STATE, ZIP

\_\_\_\_\_  
PHONE INCLUDING AREA CODE



INVITATION TO BID NO: 2239256      ADDENDUM NO: 01

STATE OF ALABAMA  
DEPARTMENT OF FINANCE  
DIVISION OF PURCHASING

INVITATION TO BID ADDENDUM

FOR:      SOFTWARE

REQ. AGENCY                   : 999999  
                                  PURCHASING DIVISION  
AGENCY REQ. NO.            :  
T-NUMBER                    : T497  
DATE ISSUED                 : 08/29/12  
VENDOR NO.                 :  
VENDOR PHONE NO.          :  
SNAP REQ. NO.              : 1485237  
BUYER NAME                 : JAERI ELLIS  
BUYER PHONE NO.           : (334) 242-7259

BID MUST BE RECEIVED BEFORE:  
DATE: 09/06/12   TIME: 5:00 PM

BIDS WILL BE PUBLICLY OPENED:  
DATE: 09/07/12   TIME: 10:00 AM

PLEASE READ ALL INSTRUCTIONS CAREFULLY

THE FOLLOWING CHANGES ARE HEREBY ADDED TO AND MADE A PART OF  
(INVITATION TO BID NUMBER 2239256    )

ANSWERS TO QUESTIONS POSED BY VENDORS AND MODIFICATIONS TO SPECS  
ARE POSTED WITH THIS ADDENDUM TO THE WEBSITE.

\*\*\* BID OPENING IS EXTENDED TO 9/7/12 AT 10:00 AM   \*\*\*\*  
\*\*\* BIDS MUST BE RECEIVED BEFORE 9/6/12 AT 5:00 PM   \*\*\*\*

!!!! THIS ADDENDUM MUST BE SIGNED AND RETURNED IN DUPLICATE   !!!!

RB/JE

\* \* \* \* \*   E N D   O F   A D D E N D U M   \* \* \* \* \*

STATEMENT OF UNDERSTANDING

I UNDERSTAND THE ADDENDUM AND THAT, IF INDICATED, IT MUST BE SIGNED IN INK AND  
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DATE AND TIME SPECIFIED.

ADDENDUM NOTARIZATION  
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COMPANY NAME

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MAIL ADDRESS

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CITY, STATE, ZIP

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PHONE INCLUDING AREA CODE